

HONORABLE ROBERT D. DRAIN,

I AM WRITING YOU TO OBJECT TO THE JUNE 1, 2009
MASTER DISPOSITION AGREEMENT ARTICLE 9.5.11. THE
CASE NUMBER IS 05-44481 (RDD).

I HAVE A LEGAL, ENFORCEABLE CONTRACT WHICH I
ENTERED INTO WITH DELPHI DURING BANKRUPTCY.
I EXPECT IT TO BE FULFILLED BY DELPHI, AS IT
HAS BEEN FULFILLED BY ME. MY SEVERANCE PAYMENTS
ARE PROVIDED IN EXCHANGE FOR MY WAIVER OF
CERTAIN RIGHTS VIA THE RELEASE OF CLAIMS.

SOME POINTS OF MY OBJECTION ARE:

- 1) SEVERANCE PAYMENTS ENTITLEMENT IS BY CONTRACT
(SEPARATION AGREEMENT.)
- 2) I WAIVED CERTAIN RIGHTS (RELEASE OF CLAIMS) TO
RECEIVE SEVERANCE. I PROVIDED AN ITEM OF
VALUE TO DELPHI IN EXCHANGE FOR SEVERANCE
PAYMENTS.)
- 3) AS PREVIOUSLY STATED THE CONTRACT WAS ENTERED
INTO DURING BANKRUPTCY. ON 2-28-09.
- 4) SEVERANCE PAYMENTS ARE A CONTRACT LIABILITY.
(NOT A DELPHI PROVIDED BENEFIT.).

I HAVE A VALID, BINDING LEGAL CONTRACT WITH
DELPHI AND I EXPECT IT TO BE HONORED.

I HAVE ALREADY BEEN AFFECTED BY BENEFIT TERMINATION
AND PENDING PENSION REDUCTION. THE TOTAL LIABILITY
FOR CONTINUED SEVERANCE PAYMENTS IS LOW AND
SHORT TERM. MING WILL EXPIRE 2-28-10

SINCERELY,
NEAL RATH
DELPHI SALARY RETIREE.